

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN**

In re:

BARFLY VENTURES, LLC, *et al*,¹

Debtors.

Case No.: 20-01947-jwb

Chapter 11

Honorable James W. Boyd

**ORDER GRANTING STIPULATION RESOLVING ADEQUATE ASSURANCE
OBJECTION OF GTW DEPOT, LLC**

The Court has reviewed the stipulation between GTW Depot, LLC, a Michigan limited liability company (“GTW”), by and through its attorneys, Kreis, Enderle, Hudgins & Borsos, PC; the Debtors, Barfly Ventures, LLC, et al (“Debtor”), by and through its attorney Elisabeth M. Von Eitzen (Warner Norcross + Judd LLP) which request that the Court enter an order to the Stipulation Resolving Adequate Assurance Objection of GTW (“Stipulation”). The Court has determined to grant the request for an order approving that Stipulation without further notice or hearing, therefore:

IT IS ORDERED:

1. The Stipulation is granted.
2. The Court will enter the Order to the Stipulation.
3. Buyer will provide adequate assurance in the form of a security deposit to GTW

¹ The Debtors are: Barfly Ventures, LLC (8379), Barfly Management, LLC (6274), 9 Volt, LLC (d/b/a HopCat)(1129), 50 Amp Fuse, LLC (d/b/a Stella’s Lounge)(3684), GRBC Holdings, LLC (d/b/a Grand Rapids Brewing Company)(2130), E L Brewpub, LLC (d/b/a HopCat East Lansing)(5334), HopCat-Ann Arbor, LLC (5229), HopCat-Chicago, LLC (7552), HopCat-Concessions, LLC (2597), HopCat-Detroit, LLC (8519), HopCat-GR Beltline, LLC (9149), HopCat-Holland, LLC (7132), HopCat-Indianapolis, LLC (d/b/a HopCat-Broad Ripple)(7970), HopCat-Kalamazoo, LLC (8992), HopCat-Kansas City, LLC (d/b/a HopCat,-KC, LLC and Tikicat)(6242), HopCat-Lexington, LLC (6748), HopCat-Lincoln, LLC (2999), HopCat-Louisville, LLC (0252), HopCat-Madison, LLC (9108), HopCat-Minneapolis, LLC (8622), HopCat-Port St. Lucie, LLC (0616), HopCat-Royal Oak, LLC (1935), HopCat-St. Louis, LLC (6994), Luck of the Irish, LLC (d/b/a The Waldron Public House, LLC and McFadden’s Restaurant Saloon)(4255).

equal to one month's triple net rent for the Site, being \$17,928.27, with GTW ("the Deposit") paid on or before the closing date. Such payment will be applied to the seventh (7th) month lease payment at the Site subsequent to the Buyer assuming the lease, provided that no defaults have occurred on the lease for the Site prior to such time and that if any such monetary defaults occur, GTW may apply the Deposit towards curing any such default, in whole or in part.

4. With the payment referenced in paragraph 5 of the Stipulation and the payment of the Deposit to GTW, GTW's request for adequate assurance is resolved and the objection withdrawn.
5. This Order is immediately effective and enforceable upon its entry.
6. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

END OF ORDER

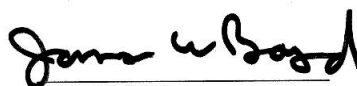
Order prepared and submitted by:

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IT IS SO ORDERED.

Dated October 23, 2020




James W. Boyd
United States Bankruptcy Judge